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Attorneys for SunGard Creditors

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re) Chapter 11
LEHMAN BROTHERS HOLDINGS INC.,) Case No. 08-13555 (JMP)
et al.,) (Jointly Administered)
Debtors.)

**THE SUNGARD ENTITIES' OBJECTION TO THE PROPOSED CURE AMOUNTS
FOR "CLOSING DATE CONTRACTS" ASSIGNED PURSUANT TO DEBTORS'
SALE OF ASSETS TO BARCLAYS CAPITAL INC. PURSUANT TO COURT'S
SALE ORDER DATED SEPTEMBER 20, 2008**

This objection is filed on behalf of creditors Advanced Portfolio Technologies, Inc; Assent LLC; SunGard Expert Solutions LLC; MicroHedge LLC; Monis Software Limited; SunGard Asset Management Systems LLC; SunGard Availability Services LP; SunGard Business Integration (UK) Ltd.; SunGard Institutional Brokerage Inc.; SunGard Investment Systems LLC f/k/a SunGard Investment Systems Inc.; SunGard Kiodex, Inc.; SunGard Reference Data Solutions Inc. f/ka/ FAME Information Services, Inc.; SunGard Securities Finance International, Inc.;

SunGard Systems International, Inc. d/b/a SunGard Trading and Risk Systems; Wall Street Concepts LLC; SunGard Securities Finance LLC; Automated Securities Clearance LLC, f/k/a SunGard Expert Solutions Inc. and successor in interest to Automated Securities Clearance Ltd. dba SunGard Trading Systems; and any and all affiliates of the above listed entities (hereinafter collectively referred to as "SunGard").

SunGard and the Debtors are parties to numerous agreements that may be subject to the sale order entered by this Court on September 20, 2008 (the "Sale Order") [Docket No. 258], whereby the Debtors sold a substantial portion of their broker/dealer assets to Barclays Capital Inc. ("Barclays"). The assumption notices filed by the Debtors are, at best, unclear and SunGard is unable to fully identify which contracts the Debtors were seeking to assume and assign to Barclays. This uncertainty causes serious concerns for SunGard.

First, many of the contracts at issue potentially contain confidential information. The filing of such contracts or their invoices with the Court with no specific procedures in place to protect such information could have a negative effect on SunGard, the Debtors and Barclays.

Second, it appears that the Debtors are attempting to assume and assign contracts to which the Debtors are not parties. At the September 19, 2008 sale hearing, SunGard raised several objections, including that the Court had insufficient jurisdiction to order the assumption and assignment of any agreements by and between SunGard and any non-debtor entity. The Court explicitly reserved SunGard's objections and SunGard asserts and reserves its objections herein. The inclusion of these contracts in the Debtors' assumption notices raises other serious issues. For example, several of the contracts are between SunGard and Lehman Brothers Limited, which is currently under administration in the United Kingdom under the United Kingdom's equivalent of the United States' bankruptcy laws. Further, Lehman Brothers Limited has asserted its rights in certain contracts that the Debtors are seeking to assume and assign. Thus, any effort by the Debtors and Barclays to gain control of a SunGard contract that is with Lehman Brothers Limited causes significant risk of running afoul of applicable law in the United Kingdom, violating Lehman Brothers Limited's contract rights, and placing SunGard in the untenable position of being caught in between these entities who may have conflicting legal rights.

SunGard has been in contact with the various parties in interest in an attempt to address these various issues. To address the confidentiality concerns, counsel for Barclays has agreed to accept SunGard's objections by letter rather than a formal filing with the Court. Attached hereto as Exhibit "A" is a copy of the email from Barclays' counsel to SunGard's counsel reflecting this agreement. Attached hereto as Exhibit "B" is a copy of the letter without exhibits that will be emailed to Barclays' counsel on the same date as this objection.

SunGard has provided Barclays' counsel with its letter objection in the hope that it can amicably resolve any disputes with the Debtors, Barclays and the other relevant non-debtor parties. To the extent that SunGard and the various parties in interest are unable to resolve their differences, SunGard asserts and reserves all of its rights to seek redress with this Court in accordance with the Sale Order and the Court's reservation of SunGard's rights including, but not limited to, the filing of evidence with this Court, the briefing of any issues, and requesting a hearing to resolve these matters.

Dated: October 3, 2008

MEYER, SUOZZI, ENGLISH & KLEIN, P.C.

By: /s/ Alan E. Marder

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